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#### Contract Database Metadata Elements

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Employer Name: **Cold Spring Harbor Central School District**

Union: **Cold Spring Harbor Association of Educational Resource Personnel, New York State United Teachers, AFT, AFL-CIO**

Local:

Effective Date: **07/01/05**

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A10 / 4812

COLD SPRING HARBOR CENTRAL SCHOOL DISTRICT

AGREEMENT

between

BOARD OF EDUCATION  
COLD SPRING HARBOR CENTRAL SCHOOL DISTRICT

and

COLD SPRING HARBOR ASSOCIATION OF  
EDUCATIONAL RESOURCE PERSONNEL  
(New York State United Teachers, AFT, AFL-CIO)

Effective July 1, 2005 to June 30, 2011

**RECEIVED**

NOV 20 2006

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

\*Teacher Aides & Assistants\*

AGREEMENT made and entered into this      day of      , 2006 by and between the BOARD OF EDUCATION OF COLD SPRING HARBOR SCHOOL DISTRICT, its successors and assigns (hereinafter referred to as the "BOARD" or the "DISTRICT") and COLD SPRING HARBOR ASSOCIATION OF EDUCATIONAL RESOURCE PERSONNEL (hereinafter referred to as the "ASSOCIATION").

## ARTICLE I

### The Agreement

#### A. Recognition

The Board of Education of the Cold Spring Harbor School District recognizes the Association as the exclusive representative of the negotiating unit consisting of personnel performing the duty of Teacher Aides and Teaching Assistants.

#### B. Scope of the Agreement

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the Board and the Association each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and

signed this Agreement.

C. Savings Clause

If any provision of this Agreement is or becomes invalid or legally unenforceable, all other provisions of this Agreement shall nevertheless continue in full force and effect and the parties will meet forthwith upon request to negotiate substitute terms for such invalid or unenforceable provision. Such negotiations shall be held in a timely fashion.

D. Statement Required by 204(a) of the Taylor Law

IF LEGISLATIVE ACTION IS REQUIRED TO IMPLEMENT ANY PROVISION OF THIS AGREEMENT BY LAW OR BY AN APPROPRIATION, SUCH PROVISION SHALL NOT BECOME EFFECTIVE UNTIL IT HAS BEEN APPROVED BY SUCH LEGISLATIVE ACTION.

E. Duration

This contract shall be for the period covering July 1, 2006, to June 30, 2011.

F. No Strike

The Association agrees that there shall be no strikes, including but not limited to job actions which interfere with the orderly operations of the Employer, work stoppages or other concerted refusal to perform work (including customary and traditional duties of the unit members) during the term of this contract.

ARTICLE II

Grievance Procedure

A. "Grievance" is a claim by a member of the unit or by the Association of a violation of an express provision of this Agreement. The term "grievance" shall also include a

claimed misinterpretation or misapplication under the law, regulation or policy which relates to or involves an Association member. However, such grievances under this provision may only be processed through Step 3 of this grievance procedure and shall not be arbitrable.

B. An employee shall be permitted to be represented at any stage by a person of his/her own choosing. The Association shall be permitted to file a grievance and same may be initiated at Stage 2.

C. Procedures for the grievance machinery shall be as follows:

Step 1: Any employee may in writing present a grievance to his/her immediate superior within thirty working days after he/she knows, or should have known, of the event giving rise to the grievance. The supervisor shall answer the grievance either orally or in writing within seven (7) working days.

Step 2: If the grievant is not satisfied with the answer in Step 1, a duly designated representative of the Association may submit the grievance in writing to the Superintendent or his/her designee within fourteen (14) working days after the answer in Step 1 is given to the grievant. The Superintendent or his/her designee shall answer the grievant in writing within fourteen (14) working days after the grievance is submitted to him/her.

Step 3: If the Association is not satisfied with the answer to the grievance in Step 2, it may within fifteen (15) working days after receiving said answer, submit the grievance to the Board or its designee. The Board or its designee shall answer the grievance in writing within twenty (20) working days thereafter.

Step 4: If the Association or the aggrieved is not satisfied with the disposition of the grievance at Step 3, or if no decision has been rendered within the time limit specified above,

the Association may submit a written request for arbitration to the American Arbitration Association (AAA). The Association will notify the District that it has taken this action. Both parties will abide by the rules and regulations of the AAA.

Failure to submit any matter to arbitration within the time limit prescribed above shall be deemed a waiver of right to process the grievance further.

The arbitrator's authority shall be strictly limited to applying and interpreting the express terms and conditions of this Agreement. He/she will not have authority to add to, subtract from, or otherwise amend or modify the terms of this Agreement. The arbitrator's award upon matters properly before him/her shall be final and binding on the parties.

The parties shall bear equally the fees and expenses of the arbitrator.

D. The parties recognize that it is important that grievances be processed as rapidly as possible. Therefore, every effort shall be made by all parties to expedite that process. The time limits specified for either party shall be extended only by mutual agreement.

### ARTICLE III

#### Dues Deduction

A. The Board agrees to deduct from the salaries of its employees, dues for the Association, the New York State United Teachers and its affiliates, or any one, or any combination of, such associations as said members individually and voluntarily authorize the Board to deduct and to transmit the monies to such association or associations. Authorizations shall be in writing in a form authorized by law and approved by the parties.

B. Each of the associations named in Article III(A) shall certify to the Board in writing the current rate of its membership dues. Any association which shall change the rate of

its membership dues shall give the Board thirty (30) days notice prior to the effective date of such change.

C. Members of these organizations may authorize that dues be deducted by these organizations and the deductions shall be made in ten (10) equal installments.

D. An employee may withdraw his/her authorization by written notice to the District's payroll office. Employees are encouraged to give the Association and the District at least three (3) weeks' notice prior to the next pay day to facilitate bookkeeping of both parties.

E. Simultaneously with the execution of this Agreement, each employee will be obliged to pay to the collective negotiating agent each month a service charge toward the administration of this agreement and the representation of such employee; provided, however, that each employee will have available to his/her membership in the Association on the same terms and conditions as are available to every other member of the unit. The service charge shall be an amount equal to the Association's regular monthly dues for each month and the Board of Education shall deduct such fees in the same manner the membership dues are deducted.

The Association shall supply the Board with a list of names of non-members at least fifteen (15) days prior to the deduction of any Agency Fee.

#### ARTICLE IV

##### Payroll Deductions

The District shall instruct its payroll disbursing agent to issue pay checks every other Friday, where possible and in the event a Friday on which pay is due shall not be a school day, then the immediately preceding school day.

Payroll deductions for State and Federal Income Tax, Employee's Retirement System and Social Security are automatically made according to the statute, or individual election where permissible. Certain additional deductions, such as New York State Employee's Retirement System Loan Repayments and U. S. Savings Bonds are available to individuals upon application to the business office.

## ARTICLE V

### Protection

A. Members are authorized to inspect their individual folders at any reasonable time. No evaluative material shall be inserted in said folders unless the members involved are permitted to see the material, as evidenced by the initialing thereof by said members or by certified mailing of copies thereof to the last known address of said members. A copy of said material may be delivered to the member upon request. A member is further authorized to respond to said material which is reviewable by the Superintendent and subsequently included in said member's personnel folder.

B. The Board agrees to save harmless and protect all members from financial loss arising out of alleged negligence claims as provided in Section 3023 of the Education Law, effective July 1, 1966. The Board, however, must be given a copy of the summons or complaint by the member within ten (10) calendar days of the time the member was served, or the Board will not be subject to the duty imposed by this section.



## ARTICLE VI

### Leave Days

A. All members will be entitled to eleven (11) sick days per year. In addition, effective July 1, 2006, all members shall be entitled to one (1) personal day each year. If a personal day is unused, it shall be converted to a sick day.

B. Unused sick days are accumulated to a maximum of ninety (90) days.

C. Members are entitled to utilize two (2) sick days per year as personal business days. When days are for personal business, they shall be approved by the Building Administrator upon written application submitted three (3) days in advance. Approval shall be given for the following reasons:

1. Religious observance
2. Illness in the immediate family (Mother, Father, Mother-in-Law, Father-in-Law, Sister, Brother, Child or Spouse)
3. Graduation of a child from college
4. Legal transactions
5. Funeral of a relative or close friend
6. Confidential and personal legal transaction

D. Five (5) days absence with pay shall be allowed for each death in the immediate family. Immediate family means: husband, wife, children, and any other members of the same home; father and mother; brothers and sisters; grandfather and grandmother; father-in-law; mother-in-law; brother-in-law and sister-in-law.

## ARTICLE VII

### Jury Duty

Upon receipt of a subpoena for jury duty, the member shall notify the Superintendent's office. Members who are absent while serving as jurors shall be paid their usual School District Compensation. However, such personnel shall refund to the District Treasurer all fees or other compensation received for service as jurors, exclusive of any reimbursed expenses. No compensation shall be paid for absences in response to a subpoena that may be answered on non-school days or after the school year.

## ARTICLE VIII

### Health Insurance

A. Individual coverage is offered under the New York State Employee's Health Insurance Program and options of Empire Plan Plus Enhancements and H.I.P. plans are available. Board contributions toward health insurance premiums will be as follows:

(1) For employees hired on or before June 29, 2006, the Board shall pay the following percentage of the premium payment for employees working 25 or more hours per week:

effective 7/01/05	-	90.0%
effective 7/01/08	-	87.5%
effective 7/01/09	-	85.0%

(2) For employees hired after June 29, 2006, the Board shall pay 80% of the premium payment for employees working 25 or more hours per week..

B. Employees shall have the option of electing family coverage under the H.I.P. plan, provided that they pay to the District the difference between the premium payment for such coverage and the District's share of the applicable premium for individual H.I.P. coverage for said employees.

C. In the event that an employee notifies the District in writing that he or she waives health insurance coverage, the District shall pay the employee a sum equal to one-half of the District's share of the premium for the period in which said insurance is waived.

D. Employees shall be eligible to participate in the Cafeteria Plan established by the District pursuant to Section 125 of the Internal Revenue Code.

E. Teacher Aides and Teaching Assistants shall be eligible to purchase the District's dental insurance coverage (individual coverage only), after having completed five (5) years of service in the District.

F. (1) Employees hired on or before June 29, 2006, who have been in the employ of the District for at least five (5) years shall, upon retirement under the New York State Teachers' or Employees' Retirement System (whichever is applicable), receive the same health insurance coverage as is provided to active employees covered under this Agreement. Such coverage shall be limited to individual coverage, and shall be in effect for the remainder of the employee's life. The District shall pay 100% of the premium cost for this coverage for the remainder of the employee's life.

(2) Employees hired after June 29, 2006, who have been in the employ of the District for at least fifteen (15) years, shall, upon retirement under the New York State Teachers' or Employees' Retirement System (whichever is applicable), receive the same health

insurance coverage as is provided to active employees covered under this Agreement. Such coverage shall be limited to individual coverage and shall be in effect for the remainder of the employee's life. The District shall pay 75% of the premium cost of this coverage for the remainder of the employee's life.

(3) An employee eligible for coverage pursuant to paragraphs F(1) or F(2) shall, upon retirement, receive an individual health care contract from the District (attached to this Agreement as "Appendix A"), which shall guarantee the employee, as applicable, 100% or 75% paid for (by the District) individual health insurance coverage for the remainder of the employee's life, as prescribed herein.

#### ARTICLE IX

##### Disability Insurance

Non-contributory disability insurance is provided for all employees who work a minimum of 30 hours per week and enables an injured person to receive an income after the first 365 calendar days of disability.

#### ARTICLE X

##### Retirement Plan

All employees represented under this Agreement are provided with retirement benefits under the New York State Retirement Plan, Section 75E.

#### ARTICLE XI

##### Work Year and Rates of Pay

A. Employees covered under this Agreement shall be paid an annual salary as set forth herein and shall follow the regular school calendar, working the same days and being off

the same days as the teachers.

B. The annual salaries of members of the unit during the term of this agreement shall be as follows:

	<u>Teacher Aides</u>	<u>Teacher Assistants</u>
7/01/05-6/30/06	\$14,811	\$22,786
7/01/06-6/30/07	\$15,440	\$23,754
7/01/07-6/30/08	\$16,096	\$24,764
7/01/08-6/30/09	\$16,740	\$25,754
7/01/09-6/30/10	\$17,410	\$26,784
7/01/10-6/30/11	\$18,106	\$27,856

C. Teaching Assistants and Teacher Aides shall receive, in addition to their base salary, longevity payments in accordance with the following schedule:

<b>Aide</b>	<u>7/1/05</u>	<u>7/1/06</u>	<u>7/1/07</u>	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
After 3 years	4,432	4,620	4,816	5,009	5,209	5,418
After 6 years	5,697	5,939	6,191	6,439	6,697	6,965
After 9 years	6,963	7,259	7,568	7,871	8,186	8,513
After 12 years	8,230	8,579	8,944	9,301	9,673	10,060
After 15 years	9,495	9,899	10,320	10,733	11,162	11,608

<b>Assistant</b>						
After 2 years	1,899	1,980	2,064	2,147	2,233	2,322
After 3 years	2,532	2,640	2,752	2,862	2,977	3,096
After 5 years	3,165	3,300	3,440	3,578	3,721	3,870
After 7 years	3,545	3,695	3,852	4,006	4,166	4,333
After 9 years	4,432	4,620	4,816	5,009	5,209	5,418
After 12 years	8,230	8,579	8,944	9,301	9,673	10,060
After 15 years	9,495	9,899	10,320	10,733	11,162	11,608

- D. The longevity increments set forth above shall not be cumulative.
- E. For part-time employees, longevity increments shall be provided on a proportionate basis.

BOARD OF EDUCATION OF COLD SPRING  
HARBOR CENTRAL SCHOOL DISTRICT

By: Lou Bressi  
William H. Hartline, Jr.  
Title

COLD SPRING HARBOR ASSOCIATION OF  
EDUCATIONAL RESOURCE PERSONNEL

By: Christine Farrese  
President CSH Resource  
Title  
Personnel

## APPENDIX A

AGREEMENT, by and between the BOARD OF EDUCATION OF THE COLD SPRING HARBOR CENTRAL SCHOOL DISTRICT (hereinafter referred to as the DISTRICT) and (name of employee) (hereinafter referred to as the EMPLOYEE).

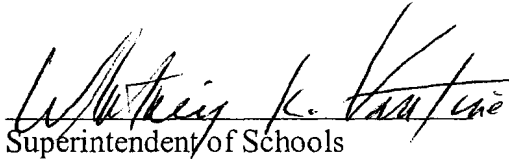
WHEREAS, this agreement has been made between the DISTRICT and the EMPLOYEE to establish a binding contractual obligation on the part of the DISTRICT to continue certain health care benefits for the life of the EMPLOYEE, as the same is more particularly herein described during the EMPLOYEE's retirement,

NOW, THEREFORE, it is agreed as follows:

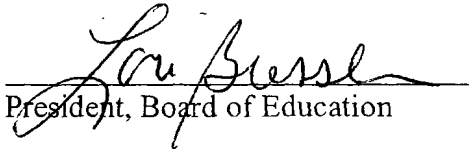
1. The DISTRICT agrees that provided the EMPLOYEE meets the conditions set forth below, it shall provide health care coverage to the EMPLOYEE during retirement for the life of the EMPLOYEE and pay *[insert as applicable: 100% of the premium or 75% of the premium]*. The health care plan to be provided shall be the health care plan the DISTRICT provides to its active EMPLOYEES as the same be amended, modified or changed from time to time in the future through negotiations with the Cold Spring Harbor Association of Educational Resource Personnel (hereinafter referred to as the ASSOCIATION).
2. It is specifically understood and agreed that this agreement shall extend to the EMPLOYEE upon retirement health care benefits equal to the same benefit level that the DISTRICT provides for then active employees who are members of the ASSOCIATION. Thereafter, the level of benefits and health care plan not the DISTRICT'S *[insert as applicable: 100% or 75% payment obligation]* granted to the EMPLOYEE at the time of retirement may change and/or be modified in the future to the extent of changes and/or modifications of the health care plan and/or benefit level that occur as a result of negotiations with the ASSOCIATION and that are then extended to active employees who are unit members of the bargaining unit represented by the ASSOCIATION or its successor.
3. The EMPLOYEE acknowledges that his/her health care benefits are solely established by and provided through the health care plan established by the labor contract between the DISTRICT and the ASSOCIATION.
4. Notwithstanding the foregoing, the DISTRICT reserves the right to provide the level of health care benefits required by this agreement to the EMPLOYEE through an insured health plan, or a District self-funded plan (or combination thereof) and/or in conjunction with benefits provided under Medicare and/or available state or federal law or program that may in the future provide a health benefit to the EMPLOYEE provided same is

negotiated by the Association.

5. In order to qualify for the benefit set forth herein, the EMPLOYEE must have worked for the DISTRICT for a minimum of *[insert as applicable: five (5) years or fifteen (15) years]*, qualified for retirement into the New York State Employee's Retirement System or the New York State Teachers Retirement System, and retired into said system from the DISTRICT.
6. EMPLOYEES who at the time of retirement are receiving family coverage under the H.I.P. Plan shall have the option of electing family coverage under such plan into retirement provided that they pay to the DISTRICT the difference between the premium payment for such coverage and the DISTRICT's share of the applicable premium for individual H.I.P. coverage for said EMPLOYEE.
7. This agreement shall not be modified in any manner unless specifically agreed to by the EMPLOYEE, DISTRICT and ASSOCIATION.

  
Superintendent of Schools

10/10/06  
Date

  
President, Board of Education

10/10/06  
Date



